

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Landmark Education LLC		02/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	David Dalton		
Street Address:	353 Sacramento Street		
Internal Address:	Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2474996	LANDMARK	
Registration Number:	2432989	LANDMARK EDUCATION	
Registration Number:	2432976	LANDMARK EDUCATION BUSINESS DEVELOPMENT, INC.	
Registration Number:	1850938	LANDMARK FORUM	
Registration Number:	2471388	THE LANDMARK WISDOM UNLIMITED PROGRAM	
Registration Number:	2484790	THE LANDMARK FORUM IN ACTION SERIES	
Registration Number:	2438550	CURRICULUM FOR LIVING	
Registration Number:	2828216	TRANSFORMATION, POSSIBILITY, AND ENROLLMENT	
Registration Number:	2783195	ALREADY ALWAYS LISTENING	
Registration Number:	2809366	RACKETS	
Registration Number:	2796093	VICIOUS CIRCLE	
Registration Number:	2432988	LANDMARK EDUCATION	
Registration Number:	2434729	LANDMARK EDUCATION BUSINESS DEVELOPMENT, INC.	

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TRADEMARK
 REEL: 003246 FRAME: 0480

CORRESPONDENCE DATA

Fax Number: (415)249-1001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415) 249-1055

Email: SFDocket@kling.com

Correspondent Name: John Sutton

Address Line 1: Four Embarcadero Center

Address Line 2: 10th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

110305.0001

NAME OF SUBMITTER:

John Sutton

Signature:

/John Sutton/

Date:

02/13/2006

Total Attachments: 3

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Landmark Education LLC, a Delaware limited liability company ("**Grantor**"), owns and/or uses in its business, and may in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Landmark Education Enterprises, Inc. ("**Inc.**") and Investors (as defined in the Note Purchase Agreement) have entered into a Note Purchase Agreement, dated December 15, 2005 (said Note Purchase Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Note Purchase Agreement**"), pursuant to which the Investors have agreed to purchase up to an aggregate amount of \$4 million of Senior Secured Promissory Notes (collectively, the "**Notes**,""); and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 15, 2005 (said Security Agreement, as may be amended, supplemented or otherwise modified from time to time, collectively being the "**Security Agreement**," capitalized terms defined therein and not otherwise defined herein being used herein as herein defined), executed by Inc. and Grantor in favor of David Dalton (the "**Collateral Agent**") on behalf of the Secured Parties listed on the signature pages thereof, Inc. and the Grantor have granted to Collateral Agent on behalf of the Secured Parties a security interest in the Collateral described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Note Purchase Agreement, the Notes and the Security Agreement (each of which as may be amended, supplemented or otherwise modified from time to time), Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the collateral described herein, in each case whether now existing or hereafter from time to time acquired (the "**Trademark Collateral**");

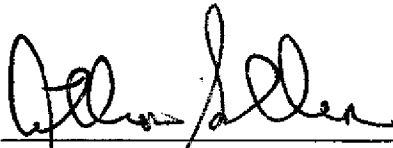
(i) All right, title and interests of Grantor in and to trademark registrations and trademark applications owned by the Grantor, whether now existing or hereafter from time to time acquired, including, without limitation, the trademark registrations listed in **Attachment 1** hereto (all of the foregoing being collectively referred to as the "**Trademarks**"); and

(ii) Any and all claims, rights and interests in any of the Trademark Collateral and all substitutions for, additions and accessions to and proceeds thereof.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent on behalf of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be dully executed and delivered by its officers thereunto duly authorized as of the 2nd day of February, 2006.

LANDMARK EDUCATION LLC

By: 
Arthur Schreiber, Vice President Legal Division &
General Counsel

ATTACHMENT 1

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER
Landmark	2474996
Landmark Education	2432986
Landmark Education with Logo	2432989
Landmark Education Business Development, Inc. with Logo	2434726
Landmark Education Business Development, Inc. with Logo	2432976
Landmark Forum	1850938
Landmark Wisdom Unlimited Program	2471388
The Landmark Forum in Action Series	2484790
Curriculum For Living	2438550
Transformation, Possibility and Enrollment	2828216
Already Always Listening	2783195
Rackets	2809366
Vicious Circle	2796093